



The Mysore Gazette.

Vol. 57.]

PUBLISHED BY AUTHORITY.

[No. 7.]

BANGALORE, THURSDAY, FEBRUARY 16, 1922.

PART III.

Legislative Measures and Rules thereunder.

NOTIFICATION.

No. 307—L. C., dated 7th February 1922.

Under Rule 40 of the Rules for the conduct of business of the Mysore Legislative Council, the following Report of the Select Committee on the Bill to amend the Breach of Contract Act, 1859, is published for general information.

By Order,

C. ABDUL GHANI,

Secretary, Mysore Legislative Council.

Report of the Select Committee on the Bill to amend the Breach of Contract Act, 1859.

We, the members of the Select Committee appointed for the consideration of the Bill to amend the Breach of Contract Act, 1859, have the honor to submit the following report:

Lieut. Col. W. L. Crawford and Mr. C. Srinivasa Rao attended the meeting on invitation, on behalf of the Planters. Col. Crawford pressed for reciprocity in the service of warrants under the Act between Mysore State and British India on grounds which appeared to be strong and convincing. But as the matter was beyond the scope of the functions of the Committee, he was requested to submit a note on the subject for communication to Government. As regards the provisions of the Bill, we have carefully considered them in detail and propose the amendments noted below:—

Clause 2 (1) proviso (a).—We propose that the period of limitation of three months may be changed to six months as

under the conditions prevailing in the Mysore Malnad, the planter may not be, on account of the long and heavy monsoon, able to file his complaint within a shorter period.

Clause 4.—We consider that it is desirable that the contracts referred to herein should be required to be in writing when the money advanced exceeds fifteen rupees. We therefore propose that the following proviso be added to clause 4.

“Provided further that nothing in this Act shall apply to contracts which are not in writing, in cases where the money advanced exceeds fifteen rupees”.

Clause 5.—We also consider that the proviso to this clause may be omitted, as cases relating to old contracts will be few.

As the Bill has not been materially altered, we consider it unnecessary to republish it with corrections.

MIR HAMZA HUSEIN.

C. S. BALASUNDARAM IYER.

K. MATTHAN.

R. N. AINGAR.

M. C. RANGIENGAR.

K. KRISHNA RAO.

(Subject to a note of qualification.)

Note.—Rao Sahib H. Chenniah was unable to be present at the meeting.

NOTE OF QUALIFICATION BY MR. HOSAKOPPA KRISHNA RAO.

I have signed the Report of the Select Committee on the Bill to amend the Breach of Contract Act, 1859, but I wish to add a note of qualification only as supplementing the views of the Committee, because two or more conclusions arrived at by the Committee ill-deserve my whole-hearted approval, and as I do not see my way to subscribe to some of the contentions by which it takes its stand. I wish, I lay down the points on which difference of opinion arises from that of my colleagues.

Clause 2. (1) proviso (a).—The Committee suggests that the period of limitation of three months may be changed to six months. The *pros* and *cons* for such a concession to the employee cannot hold water as the planters of Malnad who seem to be mainly the cause, and for whose supposed benefit the extension of the period seems to have been proposed, are too shrewd and intelligent enough to avail themselves of the period of three months already in existence, or for the matter of that even a shorter period. It is a contention which has no precedence, and I am strongly of opinion that this will go to destroy even the small advantage which the labourer is supposed to breathe now, and strike at the very root of the little freedom which he now seems to enjoy. The world of labour has now become too wide to admit of this piece of legislation as the new limitation is likely to extend the danger zone of the labourer. The struggling labourer who toils ceaselessly without heart and without hope needs every consideration that can possibly be given him. Liberal policy apart from justice, requires that this clause should be left as it was, and I earnestly trust that this will meet with the consideration of the Council.

Lastly, I have to impress upon the Committee the need for the republication of the Bill, in view of the importance involved in it and court public opinion in the matter again, thereby causing an elaborate discussion in the Council which will meet next.